

THIS QUITCLAIM DEED made this _____ day of _____, 2001, by and between: the COUNTY OF YORK, VIRGINIA, hereinafter referred to as "GRANTOR," and the COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "GRANTEE,"

WITNESSETH: That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, receipt of which is hereby acknowledged, GRANTOR does hereby quitclaim and release to GRANTEE, subject to the reservations hereinafter set forth, the easement of right-of-way to lay, construct, operate, maintain, alter, repair, inspect, protect, remove and replace a water line and related improvements, hereinafter collectively referred to as "the water facilities," upon and across Colony Drive, a 50-foot wide public right-of-way located in Bruton Magisterial District, York County, Virginia, as shown on a plat recorded in Plat Book 11, at page 193, insofar as the land embraced within said easement falls within the boundaries of the proposed or actual acquisition of the said Colony Drive by GRANTEE.

GRANTOR reserves unto itself, its successors and assigns, all of the rights and privileges under the right-of-way easement by and between K-Mart Corporation and the County of York, Virginia, recorded the 10th day of April, 1996, in the Clerk's Office of the Circuit Court of York County, Virginia, in Deed Book 579, at page 566, until such time as the Virginia Department of Transportation has issued a permit to GRANTOR for the continued occupation of said street or highway by the said water facilities, and it is hereby agreed that the issuance thereof will be subject to the following three conditions which will also be covenants running with the land under the terms of this Deed:

1. That the water facilities may continue to occupy such street or highway in the existing conditions and location, and that prior to the construction and installation of any improvements by or on behalf of GRANTEE, all plans and drawings related to the water facilities will be submitted to GRANTOR for approval by its Engineering Department in order to ensure the safety of the water facilities.

2. GRANTOR will at all times indemnify and save harmless the Commonwealth of Virginia, Department of Transportation, its employees, agents and officers from any claim whatsoever arising from GRANTOR'S exercise of rights or privileges stated herein, to the extent allowed by law.

3. In the event GRANTEE will hereafter require, for its purposes, that GRANTOR alter, change, adjust, or relocate the water facilities under such street or highway, the non-betterment cost only of such alteration, change, adjustment or relocation will be the responsibility of GRANTEE.

GRANTEE is to have and to hold the above-described property for so long as said property is used as a part of a public street or highway maintained by GRANTEE or its successors or assigns charged with the responsibility and obligation to maintain public streets and highways, but upon abandonment of said property's use for such purposes, all rights, privileges, interests and easements in the property herein described under the aforesaid right of way easement will revert to GRANTOR, its successors and assigns.

IN WITNESS WHEREOF, GRANTOR has caused this deed to be executed on the date first above written, intending to be legally bound hereby.

COUNTY OF YORK, VIRGINIA

By _____ (SEAL)
County Administrator

Approved as to form:

County Attorney

COMMONWEALTH OF VIRGINIA

County of York, to-wit:

The foregoing quitclaim deed was acknowledged before me this _____ day of _____, 2001, by Daniel M. Stuck, County Administrator.

Notary Public

My commission expires: _____